

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

BLITZMETRICS, CO.

and

Case 28-CA-248901

PAUL SOKOL, an Individual

and

Case 28-CA-249571

SABRINA McNALLY, an Individual

Molly Kagel and Mathew Sollett, Esqs., for the General Counsel.
Dennis Yu, Pro Se, (Albany, California) for the Respondent.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried by Zoom video technology on March 9 and 10, 2021. Paul Sokol filed the initial charge in case 28-CA-248901 on September 24, 2019. Sabrina McNally filed the initial charge in case 28-CA-249571 on October 3, 2019. On June 2, 2020, the General Counsel issued a consolidated complaint in this matter.

The General Counsel alleges that Respondent violated Section 8(a)(1) of the Act as follows:

By CEO Dennis Yu in July 2019, promulgating an over-broad and discriminatory directive requiring employees to bring their work-related issues directly to management because they engaged in concerted activities.

By Supervisor Daniel Pasker, threatening employees with discharge because they engaged in concerted activities on September 6, 2019.

By CEO Yu on September 7, 2019, threatening employees by inviting them to quit because they engaged in protected activities.

Discharging the Charging Parties on September 7, 2019.

As stated below, I conclude that Respondent violated the Act as alleged in discharging Paul Sokol and Sabrina McNally.

5 On the entire record, including my observation of the demeanor of the witnesses,¹ and after considering the briefs filed by the General Counsel and Respondent² I make the following

FINDINGS OF FACT

I. JURISDICTION

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At all material times, Respondent has been a corporation with a principal office and place of business in Albany, California, and an office and place of business in Gilbert, Arizona (collectively, Respondent's facilities), and has been engaged in the business of providing digital advertising and marketing consulting services on "platforms" such as Facebook. In conducting
15 its operations during the 12-month period ending September 24, 2019, Respondent performed services valued in excess of \$50,000 in States other than the State of Arizona. Respondent admits and I find that at all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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II. ALLEGED UNFAIR LABOR PRACTICES

In late March 2019, Blitzmetrics hired Paul Sokol and Sabrina "Brina" McNally as directors of engineering. Sokol and McNally live together in a personal relationship. They worked remotely for Respondent from Chandler, Arizona. McNally's title was later changed to
25 Operations Specialist. However, her salary did not change.

Sokol had been a business associate of Blitzmetrics' CEO Dennis Yu since 2015 and had performed work for Respondent as a contractor prior to becoming an employee. As a contractor, Sokol operated as PLS Consulting. His employment contract with Blitzmetrics forbid Sokol
30 from doing work as PLS Consulting that could be done by Respondent. Thus, Sokol was required to shut down PLS Consulting.

Throughout their employment with Blitzmetrics, Sokol and McNally were paid later than they expected-resulting in their exhausting the funds in their checking accounts and making it
35 difficult to pay their bills on time. For example, for the period April 1-15, 2019, Blitzmetrics paid Sokol and McNally on April 26, whereas they expected to be paid by April 20. Respondent was late in paying other employees as well, Tr. 357, 365.

¹ While I have considered witness demeanor, I have not relied upon it in making any credibility determinations. Instead, I have credited conflicting testimony based upon the weight of the evidence, established or admitted facts, inherent probabilities, and reasonable inferences drawn from the record as a whole. *Panelrama Centers*, 296 NLRB 711, fn. 1 (1989).

² The General Counsel filed a motion to strike Respondent's brief on the grounds that it was untimely, improperly served and relies largely on alleged facts not in the record. While I will not grant the motion, I will give zero weight to arguments not based on record evidence.

Paul Sokol and Dennis Yu had many disagreements from the beginning of Sokol's employment in March 2019 until his termination in September 2019. According to Yu, Sokol got involved in projects he was not assigned to, was insubordinate to Yu and Sokol's manager Daniel Pasker and operated PLS Consulting in ways which were forbidden in his employment contract. They also disagreed about Sokol's rank or competency level within the company. However, there was no disagreement about Sokol's salary.

Yu also accused McNally of involving Sokol on projects inappropriately. He asked her not to do that. She disputed this accusation. Yu responded, "Please have a direct conversation with Dan [Pasker] -- just you two. Do not bring in Paul to assist or defend. Be open and honest-willing to accept feedback."

On August 29, 2019, 1 week before Yu fired him, Sokol sent a long email to then Agency Director Dan Pasker, his supervisor, and Enrique Mann, a friend of CEO Dennis Yu, with a cc to Yu. It was entitled, "how to get reliable and competent people, dealing with rebels, and handling turnover." He began the email by stating that Yu had invited him to share his thoughts on these subjects. In addressing the subject of how to inspire employees, Sokol wrote:

While we're here, let's address the big elephant in the room: **If we want to fix the turnover problem we need to pay our people on time, every time, regardless of if they are W2, 1099 or a VA!**

This cashflow plague within BlitzMetrics is, IMHO, the root cause behind why we are stagnant. And that problem is something to be solved between the CEO and Agency Director.

Not being able to pay people is immature startup shit, stop it! Fix this problem first!

G.C. Exh. 9(a)

Yu responded to Sokol an hour later, G.C. Exh. 9(b).

Yu testified that the tension between he and Sokol increased in late August and early September 2019 because Sokol's insubordination, etc. got worse.

According to Yu, Sabrina McNally regularly and throughout her employment gave Sokol access to projects he was not supposed to work on and otherwise did very little work. More specifically, Yu testified that McNally routinely ignored messages from him and violated Respondent's policy that required a response to new clients within 24 hours.

Nevertheless, the record makes it clear that Yu fired McNally because he had just fired Sokol:

JUDGE AMCHAN: -- in advance. You're saying it's a continuing problem -- I -- in the time of her discharge is -- is an issue here. You know, why September -- why September 6th?

THE WITNESS: Well, September 5th --

JUDGE AMCHAN: I mean, do you --

THE WITNESS: -- because she and Paul were a package. And that they were co -- collude -- or whatever the word is. They -- they were -- they -- as a package, Paul was interfering with the projects that Brina was supposed to work on, and vice versa, Tr. 316-17.

5 JUDGE AMCHAN: Well, you know that's -- in -- what you said is kind of interesting to me because if -- you're kind of suggesting you wouldn't have fired her if you hadn't fired Mr. Sokol. You would have -- whatever deficiencies there were in the work, you would have tolerated as long as you continued to employ Mr. Sokol.

10 THE WITNESS: Oh, it was a package deal. The -- the way -- Paul wrote up the description as a consulting company would, with two people --Tr. 324.

JUDGE AMCHAN: Yeah. So I don't know whether you have to go through all this about how -- how terrible you thought her work was because you would have continued to employ her if it wasn't for getting rid of Sokol.

15 THE WITNESS: Yeah. That's pro -- it's probably true. I mean, as long -- if Paul was actually doing what we wanted him to do, we would have just considered her employment to be a necessary -- like, a waste, but kind of like a tax. As long as

Paul was doing --

JUDGE AMCHAN: Right.

20 THE WITNESS: -- his work., Tr. 325-26.

On Friday morning, September 6, 2019, Sokol did a livestream video on Facebook. Sabrina McNally was with him at the time. In the livestream, Sokol complained about not being paid on time and Respondent's failure to correct this problem in response to his inquiries. During
25 this livestream, Sokol did not mention Dennis Yu or Blitzmetrics by name. According to Sokol, the livestream was intended to seek advice from the public as to how to proceed next regarding Respondent's late payment of wages.

30 Dan Pasker, Sokol's supervisor, watched at least part of the video and then emailed it to Yu, who was in Indianapolis or Cincinnati at the time Tr. 359. In the email, he told Yu that, "my ownership conversation with Paul about having an ownership mindset backfired," Tr.. 362. This email is inconsistent with Respondent's claim that it had already fired Sokol or had decided to do so.

35 Pasker called Sokol after viewing the livestream, or at least part of it. Pasker told Sokol that Dennis Yu wanted Pasker to fire Sokol. However, Pasker also told Sokol that he would not fire him because he did not think the content of the livestreamed video provided Pasker with a reason to fire Sokol. Sokol asked Pasker if he had been fired. Pasker responded that he was not sure.³ It is unclear whether Pasker had communicated with Yu prior to talking to Sokol on
40 September 6.

Pasker's testimony that he was still lining up a coaching session with Sokol despite being told to fire him prior to September 6 is simply not credible. Pasker had the authority to fire Sokol and it belies credulity to believe that he ignored a direct order from Yu to fire Sokol.

³ Respondent admitted that Pasker was its agent at the time. Thus, his statements made in an affidavit given in November 2019 to the Board are admissions of a party.

On Saturday, September 7, Dennis Yu posted the following messages on Facebook, Tr. 329, G.C. Exh-10, page GC0066:

5 If you're looking to hire one of the smartest marketing tech people on the planet Paul Sokol is now available.

When Sokol learned about this post he responded:

10 Did you just publicly fire me on a Facebook post?

Yu replied:

15 **Paul Sokol** you fired yourself yesterday in a livestream. And we aren't good enough or smart enough to be able to work with you.

You have a ton of talent and there are many folks out there that would love to work with you.

20 Last thing we want to do is force you to work on our projects

Yu terminated Sabrina McNally either on September 6 or 7. Neither Sokol nor McNally received a termination letter. McNally found out she had been terminated when discovering that her access to Respondent's "Basecamp" management system had been removed.

25 Dennis Yu insists that he made a decision to terminate Sokol prior to being told about the September 6 livestream by Dan Pasker. Even assuming this to be true, he did not communicate this decision to Sokol until after he was aware of the livestream. However, there is also no documentary evidence to support Yu's assertion that a decision to fire Sokol was made before he was aware of the livestream. I find that he did not decide to terminate Sokol until after he knew
30 about the livestream.

The record in this case establishes to the contrary that Respondent had not made a decision to terminate Paul Sokol prior to September 6.

35 On September 5, 2019 at 12:57 p.m. Yu wrote to Pasker and Jacky Alcoriza, an assistant to Yu:

Continuation Jacky-with Dan to emergency save if Paul still will not honor our principles (such as reliable communication, from Level 1), R. Exh. 17.

40 There would be no need for Yu to be concerned about Sokol's honoring Respondent's principles if he had already decided to terminate him at this point.

45 Yu emailed Alexandra Erman, Respondent's Chief Financial Officer, at 11:02 p.m. September 6:

Terminate him and Brina NOW—he's really gotten crazy. Still pay him of course.

G.C. Exh. 18 page GC 0096

On Saturday, September 7 at 2:26 a.m.. Erman emailed Yu, asking:

I have to give a termination date and he needs to be paid until the terminate date. For far payroll has been paid up to 8/31 included, when do you want the termination date to be effective?

Yu responded at 12:46 a.m. on September 7:

As soon as possible.
So call it today, Friday.

G.C. Exh. 18. Page GC0095⁴

This exchange establishes that Yu did not terminate Sokol and/or McNally until after he was aware of the livestream. I also infer from it that no decision had been made to terminate them before these emails were exchanged.⁵

Dan Pasker also testified that Respondent decided to fire Paul Sokol before Sokol's livestream. However, this testimony is not credible. There is a strong suggestion of bias with regard to Pasker. His employment with Blitzmetrics ended in September 2019. At some point he filed his own unfair labor practice charge against Respondent. However, for reasons not in this record, he was hired back to work for Blitzmetrics as a contractor in early 2020. Indeed, it appears that Yu may currently be Pasker's direct supervisor, Tr. 370, 371.

More importantly, Pasker's inherently inconsistent testimony belies his testimony in this regard:

September the 5th was a day that Paul had been talking about his concerns. I had been reaching out to other employees within BlitzMetrics asking how we can let him go. And I also spoke with Dennis about how we needed to let him go and that those were the next steps, Tr. 358.

Assuming this testimony is true, it establishes that no decision to terminate Sokol had been made on September 5.

At Tr. 360, Pasker testified that Yu told Pasker he needed to dismiss Sokol. However, it is clear that Pasker never did so, despite having the authority to terminate him, Tr. 362..

⁴ I assume the discrepancies as to the time the emails were sent has to do with the fact that Yu was in the eastern time zone and Erman was on the west coast.

⁵ Other evidence also indicating that Respondent did not decide to terminate Sokol and/or McNally is Yu's email to McNally on September 5, Exh. G.C. 21 Also, at Tr. 342, and G.C. Exh. 9c at page GC0050, email Yu to Sokol September 5 at 8:24 p.m., Yu testified that it is his common practice to give employees an opportunity to resign before terminating them. He did not give either Sokol or McNally that option, Tr. 344-45.

Moreover, Pasker's conversation with Sokol on September 6, is also inconsistent with this testimony and is consistent only with the proposition that it was the livestream that precipitated the termination decision.

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Analysis

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Section 8(a)(1) of the National Labor Relations Act provides that it is an unfair labor practice to interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Section 7. Discharging or otherwise discriminating against employees because they engaged in activity protected by Section 7 is a violation of Section 8(a)(1).

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Section 7 provides that, "employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, *and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection ...* (Emphasis added)"

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In *Myers Industries (Myers I)*, 268 NLRB 493 (1984), and in *Myers Industries (Myers II)* 281 NLRB 882 (1986), the Board held that "concerted activities" protected by Section 7 are those "engaged in with or on the authority of other employees, and not solely by and on behalf of the employee himself." However, the activities of a single employee in enlisting the support of fellow employees in mutual aid and protection is as much concerted activity as is ordinary group activity.

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To establish an 8(a)(1) violation based on an adverse employment action where the motive for the action is disputed, the General Counsel has the initial burden of showing that protected activity was a motivating factor for the action, *Wright Line*, 251 NLRB 1083 (1980). The General Counsel satisfies that burden by proving the existence of protected activity, the employer's knowledge of the activity, and animus against the activity that is sufficient to create an inference that the employee's protected activity was a motivating factor in his or her discharge. If the General Counsel meets his burden, the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.⁶

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The issues in the instant case are whether Paul Sokol's livestream amounts to protected concerted activity and whether Respondent would have terminated his employment and Sabrina McNally's employment at the time it did so had Sokol not done the livestream. The fact that Respondent may ultimately have made the same decision at some later time due to the increasing tension between Sokol and Yu is irrelevant.⁷

⁶ In cases in which the employer's motive for allegedly discriminatory discipline is at issue, the *Wright Line* test applies regardless of whether the employee was engaged in union activity or other protected concerted activity, *Hoodview Vending Co.*, 362 NLRB 690 (2015); 359 NLRB 355 (2012).

⁷ In *Tschiggfrie Properties*, 368 NLRB No. 120, slip op. at 1 (2019), the Board held that "to meet the General Counsel's initial burden [under *Wright Line*], the evidence of animus must support a finding that a causal relationship exists between the employee's protected activity and the employer's adverse action against the employee." The General Counsel satisfied his burden under this test.

The livestream broadcast constituted protected concerted activity

Sokol's livestream concerned working conditions, i.e., tardy payment of wages. It was made in concert with McNally and addressed a concern of other employees as well, Exh. G.C. - 7, Tr. 357. Dennis Yu had to have been aware that the late payment was an issue for many employees, not just Sokol and McNally. Sokol's August 29 email unambiguously informed Yu that this was a major cause in employee turnover.

The broadcast is protected despite the fact that its primary audience was the public. It is well established that Section 7 protects employee efforts "to improve terms and conditions of employment or otherwise improve their lot as employees through channels outside the immediate employee-employer relationship." *Eastex, Inc. v. NLRB*, 437 U.S. 556, 565 (1978).

As to the other elements of a Section 8(a)(1) violation, there is no question that Dennis Yu was aware of the livestream and bore animus towards Sokol as a result. The only question that is at all arguable is whether there is a causal relationship between the livestream broadcast and Yu's discharge of Sokol. I find that as a matter of fact, Respondent would not have terminated Sokol when it did—but for Yu's animus towards Sokol as a result of the livestream broadcast. Yu's Facebook post is an admission that Sokol's protected livestream was the motivating factor in his decision to terminate Sokol and McNally at the time he did so.

The General Counsel easily met its initial burden of proving discrimination. Respondent, on the other hand, did not meet its burden that it would have terminated Sokol and McNally in the absence of the livestream post. The fact that Respondent tolerated Sokol's expressions of disrespect for Yu's management of Respondent throughout his employment belies the argument that this was a causal factor in the termination decisions, independent of the livestream posts of September 6, *Manimark Corp.*, 307 NLRB 1059 (1992). enf. denied on other grounds 7 F.3d 547 (6th Cir. 1993).

As to the termination of Sabrina McNally, it is black letter law that discrimination predicated on the protected activity of others, such as family members, is as much a violation of the Act as discrimination against the employee who engaged in union or other protected activity, *Keller Construction Inc.*, 362 NLRB 1246, 1255 (2015); *Golub Bros. Concessions*, 140 NLRB 120 (1962); *Tolly's Market, Inc.*, 183 NLRB 379 fn. 1 (1970); *PJAX*, 307 NLRB 1201, 1203–1205 (1992) enf. 993 F.2d 878 (3d Cir. 1993).

I dismiss the other allegations of the complaint for the following reasons:

1. It is not clear that Yu's directive to McNally to abstain from involving Sokol in certain discussions with Pasker on July 7 had to do with wages, hours or other terms of employment as opposed to management decisions as to which employees were to work on which projects.
2. I do not find that Pasker threatened Sokol with discharge on September 6.
3. I think a finding that Yu's Facebook post of September 7 violated the Act is duplicative and unnecessary in light of the fact that I find the discharge itself to be a statutory violation.

Conclusion of Law

Respondent, Blitzmetrics violated Section 8(a)(1) of the Act by discharging Paul Sokol and Sabrina McNally.

REMEDY

The Respondent, having discriminatorily discharged employees, must offer them reinstatement and make them whole for any loss of earnings and other benefits. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). Respondent shall also compensate Paul Sokol and Sabrina McNally for any reasonable search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above.

Respondent shall reimburse the discriminatees in amounts equal to the difference in taxes owed upon receipt of a lump-sum backpay award and taxes that would have been owed had there been no discrimination. Respondent shall also take whatever steps are necessary to insure that the Social Security Administration credits the discriminatees backpay to the proper quarters on their Social Security earnings records. To this end, Respondent shall file with the Regional Director for Region 28, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁸

Order

Respondent, Blitzmetrics, its officers, agents, successors, and assigns, shall

1) Cease and desist from

(a) Discharging or otherwise discriminating against any of its employees for engaging in and/or planning to engage in protected concerted activities, including but not limited to seeking help in being paid on time.

⁸ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of the Board's Order, offer Paul Sokol and Sabrina McNally full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(b) Make Paul Sokol and Sabrina McNally whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.

(c) Compensate Paul Sokol and Sabrina McNally for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings.

(d) Compensate Paul Sokol and Sabrina McNally for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 28, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years.

(e) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharges and within 3 days thereafter notify Paul Sokol and Sabrina McNally in writing that this has been done and that the discharges will not be used against them in any way.

(f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(g) Within 14 days after service by the Region, post at its Albany, California and Gilbert, Arizona facilities copies of the attached notice marked "Appendix".⁹ Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.

⁹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since September 6, 2019.¹⁰

(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. April 28, 2021



Arthur J. Amchan
Administrative Law Judge

¹⁰ If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notices must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work, and the notices may not be posted until a substantial complement of employees have returned to work. Any delay in the physical posting of paper notices also applies to the electronic distribution of the notice if the Respondent customarily communicates with its employees by electronic means.

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT discharge or otherwise discriminate against any of you for engaging in or planning to engage in protected concerted activity, including seeking assistance from the public in getting paid on time.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of this Order, offer Paul Sokol and Sabrina McNally full reinstatement to their former jobs or, if those jobs no longer exist, to a substantially equivalent position, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Paul Sokol and Sabrina McNally whole for any loss of earnings and other benefits resulting from their discharges, less any net interim earnings, plus interest compounded daily.

WE WILL compensate Paul Sokol and Sabrina McNally for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file a report with the Regional Director for Region 28 allocating the backpay award to the appropriate calendar quarters.

WE WILL compensate Paul Sokol and Sabrina McNally for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful discharges of Paul Sokol and Sabrina McNally, and WE WILL, within

3 days thereafter, notify them in writing that this has been done and that the discharges will not be used against them in any way.

BLITZMETRICS, CO.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

2600 North Central Avenue, Suite 1800, Phoenix, AZ 85004-3099

(602) 640-2160, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/28-CA-248901 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (602) 416-4755.